

SECTION 00100
SOLICITATION AND NOTICE FOR BIDS

The Muscogee (Creek) Nation is requesting Sealed Bids for the Tulsa Creek Indian Community Center Patio Cover located at 8611 S. Union, Tulsa, Oklahoma 74132. The scope of work contains but is not limited to the roofing, electrical, plumbing, painting, masonry and carpentry work needed to properly perform this project and will be the responsibility of the contractor. Sealed Bids can be hand-delivered to the Muscogee (Creek) Nation Contracts Office located in the Finance Building at Hwy 75 and Loop 56 in Okmulgee, Oklahoma or mailed to: Muscogee (Creek) Nation; Attention: Lisa Lewis, Contract Specialist; P.O. Box 580; Okmulgee, Oklahoma 74447. The deadline for bids is **Monday, July 15, 2015 at 2:00 pm. Bids will be opened on that date at 2:15 pm** by the Muscogee (Creek) Nation Tribal Construction Representative. There will **NOT** be a public bid opening.

Bids received more than twenty-four (24) hours, excluding Saturdays, Sundays and Holidays, before the time set for opening of bids, as well as bids received after the time set for opening of bids, will not be considered and will be returned unopened. No bidder can withdraw his Bid after the opening date specified.

A Pre-Bid Conference will be held at the site **on Thursday, June 18, 2015 at 10:00 am.**

Contractors will be required to include proof of General Liability Insurance, Company Automobile Insurance and Workers' Compensation in Bid Packet. Bids not containing such information are subject to be declined.

The Owner reserves the right to reject any or all bids and to waive informalities or minor irregularities in any bid.

T.E.R.O REGULATIONS AND 1.5% FEE APPLY

If you have any questions or would like to receive a bid package please contact Project Manager Keith Bunner at 918.752.9013.

REQUEST FOR BID PROPOSALS FOR

TULSA CREEK INDIAN COMMUNITY

For the

TCIC PATIO COVER

Located in TULSA, OK

Bid Due Date: 2:00pm, Monday, July 15, 2015

This bid package represents a single scope of work. The following is a list of all anticipated divisions available for this project:

Division 02-Sidewalks
Division 03-Footings/Slab
Division 04-Masonry
Division 06-Carpentry
Division 07-Asphalt Shingles
Division 09-Paint
Division 15-Plumbing
Division 16-Electrical

There will be a pre-bid meeting at 10 am on Thursday, June 18, 2015 at the Tulsa Creek Indian Community Center located at 8611 S. Union Tulsa, Oklahoma 74132

Tribal Construction BID REQUEST

Tribal Construction (an agency representing the Muscogee Creek Nation) is accepting bids from interested parties to provide the Tulsa Creek Indian Community Center Patio Cover located in Tulsa, Oklahoma. The scope of work and specifications are included in this bid packet. Tribal Construction will manage the construction of this work.

Interested parties are to provide a bid to furnish all labor, quality control, materials, supplies and supervision to complete the entire project. Interested bidders must follow all directions outlined in this bid packet including the utilization of mandatory bid response sheet to be considered fully responsive.

The lowest most responsive, responsible bid will be the determining factor in awarding this bid. The successful bidder will be issued a subcontract from Tribal Construction.

Bids are due at 2:00 pm on Monday, July 15, 2015 at the MCN Finance office.

MANDATORY SUBMITTAL INFORMATION: The Mandatory Bid Response Sheet must be submitted on the prescribed, required form with all areas completed. If forwarded by mail, the envelope containing the bid must be received on or before due date listed. Bids may be mailed or delivered to Muscogee (Creek) Nation Attn: Lisa Lewis, 1008 East Eufaula Okmulgee, OK 74447. It is the bidder's responsibility to ensure delivery of bids by 2:00 pm on Monday, July 15, 2015. If the successful bidder fails or refuses to enter into a contract as required by the Owner or fails to provide the required bonds and insurance to the Owner, within the time limited, said bidder shall forfeit to the Owner the difference between the low bid of said defaulting bidder and the amount of the bid of the bidder to whom the contract is subsequently awarded and, the cost, if any, of republication of notice to bidders and all actual expenses incurred by reason of the bidder's default. The amount of said forfeiture shall not exceed the total amount deposited as security and shall be forfeited to the Owner as liquidated damages and not as a penalty. Negligence on the part of bidder in preparing or submitting the bid confers no right for the withdrawal of the bid after it has been opened and shall not constitute a defense to or excuse from the requirements of this provision.

Any bids received after the designated date and time will be ineligible for award.

Interpretation of the Bid Documents: All questions or requests for interpretation of the bid must be submitted in written format to Tribal Construction. Requests may be e-mailed to kbunner@mcn-nsn.gov Requests may also be faxed to (918) 549-2468, Attention: Keith Bunner.

The "bridging documents" are not meant for construction but only to give each bidder a clear understanding of what we desire in this project. It is the intent of the scope for the general contractor to include in his/her bid, design services, all construction, electrical, mechanical, and finishes. (Flooring, ceiling, data, etc...) The set of drawings provided are only for representational use only to assist the contractor in his/her design/build set for construction. The design team is responsible in ensuring all building codes are met and followed. The Muscogee (Creek) Nation requires the following three bonds if the scope of work exceeds the cost of \$50,000.00: Bid, Performance, and Payment. Also, this is a T.E.R.O. covered project.

- a) To be given consideration, questions and interpretation requests must be received no later than **Wednesday, July 8, 2015.**
- b) Any and all such answers and interpretations and any supplemental instructions will be in the form of written addenda to the bid which, if issued, will be communicated in written format to all

prospective bidders.

- c) No answers or interpretation of the bid documents will be made to any bidder orally.
- d) Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

Bid Acceptance: Bids will be accepted from Indian and Non-Indian bidders. Indian preference will be given to those companies in accordance with Muscogee Creek Acts and Regulations. The Muscogee Creek Nation reserves the right to reject any and all bids. Tribal Construction reserves the right to determine if a bid meets stated requirements, and to award a purchase order for the bid that is in the best interest of its client including but not limited to the total cost and capability of the bidder. Bidders are responsible for any and all costs associated with the preparation and submission of bids. To be considered, bids must be received by the specified date and time; any bid received after stipulated date and time will be returned unopened. No bidder may withdraw their bid within 30 days after proposal due date. Successful bidders will be required to provide affidavits in compliance with The Muscogee Creek Nation including, but not necessarily limited Felony and Sex offender affidavit, and declaration regarding prohibition of sex offenders and convicted felons on school premises.

Laws and Regulations

The bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though written out in full.

Qualifications of Bidder: Tribal Construction may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to Tribal Construction all such information and data for this purpose as Tribal Construction may request. Tribal Construction reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy Tribal Construction such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

Subcontracts: The successful bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must also be acceptable to Tribal Construction.

Method of Award – Lowest Bid That Contains Lowest Most Responsive/Reasonable Offer From Qualified Bidder: After consideration of price and other factors, the contract will be awarded to the bidder whose bid is determined to be the lowest most responsive/reasonable offer and in the best interest of the Nation to accept. Award shall be made under unrestricted solicitations to the lowest, most responsive/reasonable bid from a qualified economic enterprise or organization within the maximum total budget price established for the specific project or activity being solicited.

Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters: The responding party certifies to the best of its knowledge and belief that the person, the firm, or any of its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or Indian tribe. The bidder will also certify they have not, within a three-year period preceding this Request for Proposal, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local or Tribal) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commissions of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making

false statements, and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision. The responding party certifies they have not, within a three-year period preceding this Request for Proposal, had one or more contracts terminated for default by a Federal, State, Local or Tribal agency. The responding party shall provide immediate written notice to Tribal Construction if, at any time prior to contract award, the person learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

General Information: Tribal Construction, reserves the right to waive any informalities or to reject any and all bids. Award of purchase order will be to the lowest most responsible responsive bidder and will be subject to availability of funds. Indian preference will be given to Contractors certified as an Indian-Owned firm. Proof of certification must accompany all bids. No bidder may withdraw their bid within thirty (30) days after bid opening date.

Drug Free Workplace and Tobacco Free Workplace:

Subcontractors awarded contracts for this project will, within 10 days of award of contract, submit their company safety and substance abuse policy and will ensure that it meets and /or exceeds OSHA requirements.

Insurance\bonding requirements:

All contractors are to carry insurance and the following three bonds for projects in excess of \$50,000.00. Please see the attached document pertaining to insurance\bonding.

Taxes:

Include taxes in your proposal as an alternate price: The Muscogee Creek Nation reserves the right to purchase materials tax exempt and may exercise their rights on this project.

Note to Contractor:

If the successful bidder fails or refuses to enter into a contract as required by the Owner or fails to provide the required bonds and insurance to the Owner, within the time limited, said bidder shall forfeit to the Owner the difference between the low bid of said defaulting bidder and the amount of the bid of the bidder to whom the contract is subsequently awarded and, the cost, if any, of republication of notice to bidders and all actual expenses incurred by reason of the bidder's default. The amount of said forfeiture shall not exceed the total amount deposited as security and shall be forfeited to the Owner as liquidated damages and not as a penalty. Negligence on the part of bidder in preparing or submitting the bid confers no right for the withdrawal of the bid after it has been opened and shall not constitute a defense to or excuse from the requirements of this provision.

MANDATORY BID RESPONSE SHEET

PROJECT: Tulsa Creek Indian Community Center Patio Cover

The Bidder agrees to perform all work as specified in the attached scope to be the Base Bid. The Bidder agrees to furnish all labor, licenses and materials, administration, services, supplies, equipment, transportation and quality control necessary to provide the scope of work for the Tulsa Creek Indian Community Center, located in Tulsa, Oklahoma for the base bid sum of:

Please attach further qualifications specific to your proposal.

BID AMOUNT

GRAND TOTAL

BID PACKAGE DESIGNATION

Bidder acknowledges receipt of the following addenda:

Alternates:

Alternate (1):

Alternate (2):

Alternate (3):

Alternate (4):

Alternate (5):

The bidder hereby agrees to commence work under this contract once the bidder has received a signed contract from both parties and to substantially complete the project.

CALENDAR DAYS TO COMPLETE PROJECT:

NOTE TO BIDDERS REGARDING INDIAN PREFERENCE: (Check One)

Certified Native Owned Business: _____ Yes _____ No
(Proof of certification must accompany all bids)

SUBMITTED:

Company Name

Phone and email

Authorized Signature

Print Name & Title

Required bonds & Insurance

Once a contract is awarded, the successful Bidder must furnish all bonds and insurance within 10days of the date of the contract. The limits are listed below, and samples are attached.

Bonds

The bonds that are required are as follows:

Performance Bond:	100% of the value of the contract to ensure completion of work
Payment Bond:	100% of the value of the contract to assure that the Owner is protected against unpaid debts of the Contractor
Defect (Maintenance) Bond:	100% of the value of the contract to provide correction of defects for one year after acceptance of work

Insurance

Each subcontractor must have **General Liability, Automobile and Workers Compensation** insurance on file in the Construction Manager's office prior to commencing work on site.

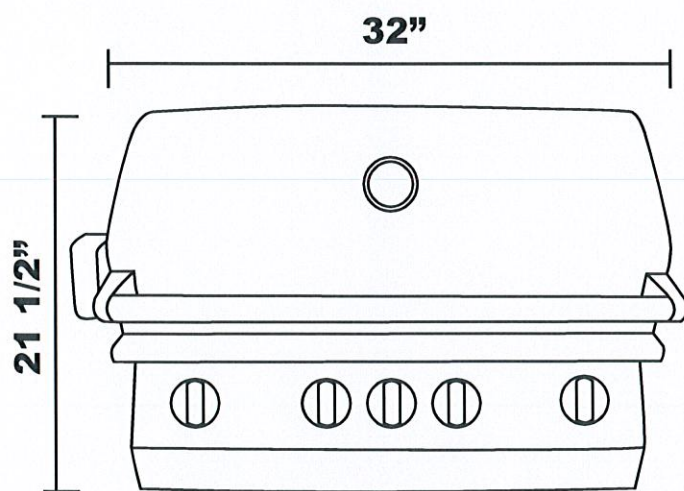
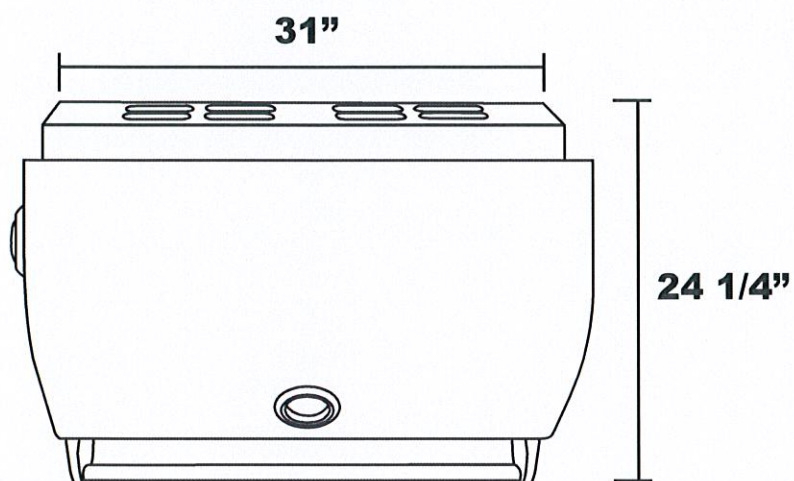
The Certificate holder should read:

**Muscogee (Creek) Nation
P.O. Box 580
Okmulgee, OK 74447**

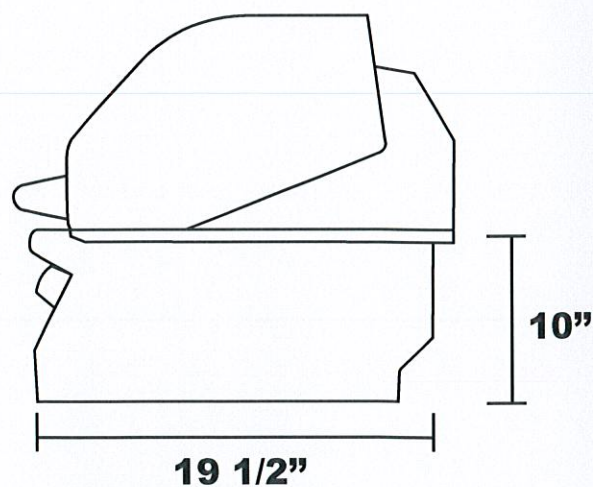
Lion L-75000 Grill



Top View



Front View



Side View

***Approximate Measurements**

Cutout Dimensions:

31" x 19 1/2" x 10"

FEATURES & SPECIFICATIONS

INTENDED USE — Ideal for a wide variety of low- to medium-height ceiling applications including commercial, retail and hospitality spaces where a wet location lensed fixture is required. Ideal for shower and outdoor applications.

CONSTRUCTION — Utilizes an extruded socket housing that attaches to the reflector via key hole mount, which provides superior heat dissipation and extended lamp life. Socket housing also adjusts to accommodate varying lamp lengths.

Heavy gauge die formed galvanized steel mounting frame. Attached to frame are vertically adjustable mounting brackets for use with C channels, 1/2" steel conduit or 16 gauge flat bar hangers included, standard. Frames equipped with galvanized junction box UL Listed for through wire applications. Junction boxes equipped with (2) 3/4" and (4) 1/2" conduit knockouts with pryout slots and removable access doors. Retaining clips packed with reflector for installation on rough-in.

Maximum 1-1/2" ceiling thickness.

OPTICS — Aluminum clear semi-specular upper reflectors are optically designed to maximize lumen output and to provide superior glare control.

Glass lenses are available in clear flat, tempered prismatic or fresnel glass lens to provide optimal visual comfort and improved aesthetics.

ELECTRICAL — Durable medium-base porcelain socket with nickel-plated copper alloy screw shell and contact. Integral thermal protector provides protection against improper use of insulation materials.

Rated for No. 12 AWG conductor thru-branch wiring. Minimum 90° supply wire.

Ground wire provided.

LISTINGS — Fixtures are UL Listed for thru-branch wiring, Non-IC recessed mounting, wet location, and to U.S. and Canadian Safety Standards.

WARRANTY — 1-year limited warranty. Complete warranty terms located at www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx

Note: Specifications subject to change without notice.

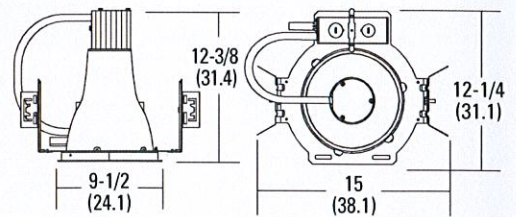
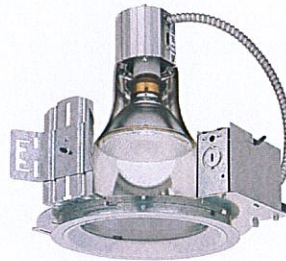
Catalog Number
Notes
Type

Incandescent Downlighting

8" LP8N

WET LENS

Vertical — A19, A23, PAR38 or BR40



Specifications

Max. height: 12-3/8 (31.4)

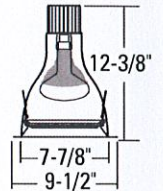
Ceiling opening: 8-3/4 (22.2)

Overlap trim: 9-1/2 (24.1)

Length: 15 (38.1)

Width: 12-1/4 (31.1)

All dimensions are inches (centimeters) unless otherwise indicated.



ORDERING INFORMATION For shortest lead times, configure product using **bolded options**.

Example: LP8N 8LB4

LP8N	Reflector/Color ²	Options
Series		
LP8N¹	8LF1 White splay, clear lens	SDT 277V stepdown transformer (277V or to 120V)
	8LFB1 Black baffle, clear lens	LBH Less barhangers
	8L4 White splay, fresnel lens	
	8LB4 Black baffle, fresnel lens	
	8LF73 White splay, tempered prismatic lens	
	8LFB73 Black baffle, tempered prismatic lens	

Accessories: Order as separate catalog number.

SCA8	Sloped ceiling adaptor. Degree of slope must be specified (10D, 15D, 20D, 25D, 30D) Ex: SCA8 10D .
CTE8	Ceiling thickness extender is used when ceiling thickness is greater than 1-1/2 (3.8). Maximum thickness 2 (5.1).

Lamp Max. Wattages

Max. wattage	Lamp type
100W	A
100W	PAR38
120W	BR40

Notes

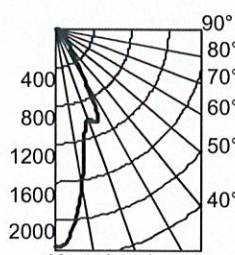
- 1 Refer to label included with reflector for lamp type and maximum wattage availability.
- 2 White painted flange standard.

8" LP8N Vertical – A19, Wet Lens

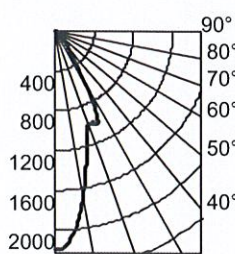
PHOTOMETRICS

Distribution Curve	Distribution Data	Output Data	Coefficient of Utilization	Illuminance Data at 30" Above Floor for a Single Luminaire
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LP8N 8L4, (1) 200W A23 lamp, 3800 rated lumens, .51 s/mh, test no. LTL18329

	Intensity Distribution		Zonal Lumen Summary			Coefficients of Utilization							
	Horizontal Angle		Zone	Lumens	% Lamp	pf	20%						
	Vertical Angle	0°					80%	70%	50%				
	0°	2271	0° - 30°	1001.8	26.4	pc	50%	30%	50%	30%	50%	30%	
	5°	2108	0° - 40°	1242.8	32.7	RCR	pw	49	49	48	48	46	46
	15°	1194	0° - 60°	1472.4	38.7		1	45	44	44	43	43	42
	25°	1067	0° - 90°	1579.7	41.6		2	42	40	41	39	39	38
	35°	351	90° - 180°	0.0	0.0		3	38	36	38	35	37	35
	45°	176	0° - 180°	1579.7	*41.6		4	35	33	35	32	34	32
	55°	96	*Total Efficiency				5	33	30	32	30	32	29
	65°	60			6		31	28	30	28	30	27	
75°	35			7	29		26	28	26	28	26		
85°	4			8	27		24	27	24	26	24		
90°	0			9	26		23	25	23	25	23		
					10	24	22	24	21	24	21		

LP8N 8LB4, (1) 200W A23 lamp, 3800 rated lumens, .55 s/mh, test no. LTL18328

	Intensity Distribution		Zonal Lumen Summary			Coefficients of Utilization						
	Horizontal Angle		Zone	Lumens	% Lamp	pf	20%					
	Vertical Angle	0°					80%	70%	50%			
	0°	2185	0° - 30°	975.2	25.7	pc	50%	30%	50%	30%	50%	
	5°	2066	0° - 40°	1202.6	31.6	pw	45	45	44	44	42	42
	15°	1247	0° - 60°	1384.9	36.4	0	42	41	41	40	39	39
	25°	1026	0° - 90°	1446.7	38.1	1	39	37	38	36	37	35
	35°	331	90° - 180°	0.0	0.0	2	36	34	35	33	34	33
	45°	149	0° - 180°	1446.7	*38.1	3	33	31	33	31	32	30
	55°	70	*Total Efficiency			4	31	29	31	28	30	28
	65°	37				5	29	27	29	26	28	26
75°	20				6	27	25	27	25	26	24	
85°	0				7	26	23	25	23	25	23	
90°	0				8	24	22	24	22	24	22	
					9	23	21	23	21	22	20	
					10	23	21	23	21	22	20	

Notes

Actual performance may differ as a result of end-user environment and application.



An Acuity Brands Company

LP8N-WETLENS